

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA		Court Use Only FILED MAR 29 2010 Clerk of the Superior Court of California County of Sonoma By: <u>[Signature]</u> Deputy Clerk
PLAINTIFF(S)/PETITIONER(S): <i>IMB REO</i>		
DEFENDANT(S)/RESPONDENT(S): <i>MAZUROWSKI S</i>		
ORDER DENYING EX PARTE APPLICATION FOR TEMPORARY ORDERS <input type="checkbox"/> and DISMISSING ACTION WITHOUT PREJUDICE ¹		Case number: CV- 207806

YOUR REQUEST FOR ORDERS IS DENIED, IN WHOLE OR IN PART, FOR THE FOLLOWING REASON(S):

☐ 1. NOTICE MUST BE GIVEN TO THE OTHER SIDE:

Your declaration was factually insufficient for emergency orders without advising the other party of his/her right to object. You must notify all parties no later than 10:00 a.m. the court day before the ex parte appearance.

☒ 2. YOUR APPLICATION/DECLARATION WAS INSUFFICIENT:

☒ Your declaration(s) is/are vague, lacking in clarity or specific factual details and dates of occurrences.

☐ Your declaration(s) is/are primarily conclusions without factual details to support them.

☒ You did not include sufficient facts or legal justification for the restraining order. *on the stay.*

☐ Go to the TRO Clinic and resubmit for possible issuance.

☒ Other: *There has been no lawful basis for a stay as requested.*

☐ 3. WRONG FORM/AGENCY USED:

☐ Family Law

☐ Domestic Violence

☐ Workplace Violence

☐ Elder or Dependent Adult Abuse

Date: *March 29, 2010*

[Signature]
Judge of the Superior Court ☐ Pro Tem

¹ Plaintiff(s)/Petitioner(s) may resubmit an application in this same case number after correcting the noted deficiencies.

1 **ANTHONY MAZUROWSKI**
2 117 Montgomery Road
3 Sebastopol, CA 95472
4 Telephone: (707) 824-0436

5 Defendant in Pro Per

6
7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SONOMA**
9

10
11 **IMB REO, LLC,**

12 Plaintiff,

13 vs.

14 **ANTHONY MAZUROWSKI,**

15 Defendant

Case No.: MCV-207806

**DEFENDANT'S APPLICATION FOR STAY
OF EXECUTION PURSUANT TO CCP §
918**

Trial Date: March 29, 2010

Time: 8:300 A.M.

Dept.: 15

Honorable Gary Nadler

Location: Empire Annex

3035 Cleveland Ave., Suite 200
Santa Rosa, CA

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17
18 I, ANTHONY MAZUROWSKI, declare:

19 1. I am one the Defendant in the within matter and appear in pro per. I am also the
20 Tenant in Possession.

21 2. I am requesting a Stay of Execution for the eviction which is currently scheduled
22 for Tuesday, March 30, 2010 for 30 days in order for me to find housing for myself and my
23 numerous animals.

24 3. I am advised that this procedure is permitted pursuant to CCP § 918 which
25 provides the following:

26
27 918. (a) Subject to subdivision (b), the trial court may stay the
28 enforcement of any judgment or order.

1 (b) If the enforcement of the judgment or order would be stayed on
2 appeal only by the giving of an undertaking, a trial court shall not
3 have power, without the consent of the adverse party, to stay the
4 enforcement thereof pursuant to this section for a period which
5 extends for more than 10 days beyond the last date on which a notice
6 of appeal could be filed.

7 (c) This section applies whether or not an appeal will be taken
8 from the judgment or order and whether or not a notice of appeal has
9 been filed.

10 4. I am trying to make temporary living arrangements but if I am evicted on I will be
11 homeless without any place to stay. In addition, I need time to move my belongings and pets
12 which I have accumulated during my residency at the Subject Premises ,

13 5. I have no other options and respectfully request that the court exercise its
14 authority and grant the Stay for thirty (30) days.

15 6. In consideration for the granting of the Stay herein sought, I am prepared to
16 tender the sum of \$1000.00 as rent for the extension. I believe that this is fair and reasonable and
17 comparable with market rates in this area and under present economic circumstances.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct and that this declaration was executed this 25th day of March, 2010,
20 at San Rafael, California.

21 
22 ANTHONY MAZUROWSKI

PROOF OF SERVICE BY MAIL

[C.C.P. §§1013a, 2015.5]

Case No. MCV-207806

I declare that:

I am employed in the County of San Francisco, California.

I am over the age of eighteen years and not a party to the within
action. My business address is 30 North San Pedro Road, Suite 195,
San Rafael, California 94903. On the date indicated below, I
served the within:

**DEFENDANTS' APPLICATION FOR STAY OF EXECUTION PURSUANT TO CCP
918**

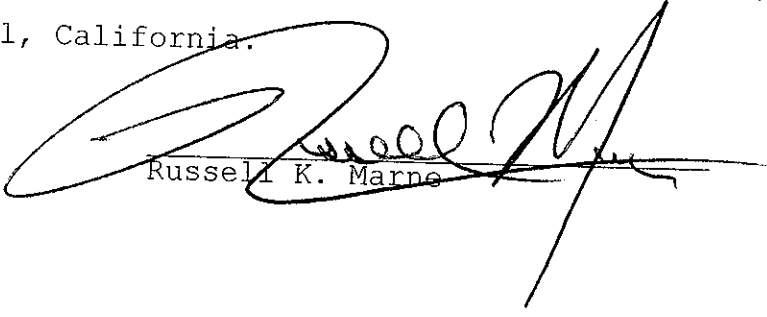
to Plaintiff in said cause, by facsimile and mail as follows:

JOHN C. SAGINAW
ROBERT JACKSON & ASSOCIATES, INC.
4199 CAMPUS DRIVE, SUITE 700
IRVINE, CA 92612

BY FAX

FACSIMILE (949) 854-4752

I declare under penalty of perjury that the foregoing is true
and correct and that this declaration was executed on **March 26,**
2010 at San Rafael, California.


Russell K. Marne

1 **ANTHONY MAZUROWSKI**
2 117 Montgomery Road
3 Sebastopol, CA 95472
4 Telephone: (707) 824-0436

5 Defendant in Pro Per
6
7

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SONOMA**
10
11
12

13 IMB REO, LLC,

14 Plaintiff,

15 vs.

16 ANTHONY MAZUROWSKI,

17 Defendant
18
19

Case No.: MCV-207806

**ORDER GRANTING DEFENDANT'S
APPLICATION FOR STAY OF
EXECUTION PURSUANT TO CCP § 918**

Trial Date: March 29, 2010

Time: 8:300 A.M.

Dept.: 15

Honorable Gary Nadler

Location: Empire Annex

3035 Cleveland Ave., Suite 200
Santa Rosa, CA

20
21 Upon reading the Application for a Stay of Execution of Defendant, ANTHONY
22 MAZUROWSKI, and the Court having considered the file herein, and it appearing from these
23 submissions that this is a proper case for issuance of a Stay of Execution, Now Therefore,

24 **IT IS ORDERED** that the Defendant ANTHONY MAZUROWSKI'S Application
25 for Stay of Execution for Thirty Days be and hereby is granted, and

26 **IT IS FURTHER ORDERED** that this Stay shall terminate thirty days from the date
27 hereof, provided that Defendant ANTHONY MAZUROWSKI, tenders to the Clerk of the Court
28 or as directed in the sum of \$1,000.00 along with a copy of this Order; and

1 **IT IS FURTHER ORDERED** that during the pendency of this Stay, the Sonoma
2 County Sheriff shall take no action to evict Defendant ANTHONY MAZUROWSKI, from the
3 subject premises commonly known as 117 Montgomery Road,
4 Sebastopol, CA 95472

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11 _____
12 **JUDGE OF THE SUPERIOR COURT**
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[C.C.P. §§1013a, 2015.5]

Case No. MCV-207806

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**ORDER GRANTING DEFENDANT'S APPLICATION FOR STAY OF EXECUTION
PURSUANT TO CCP 918**

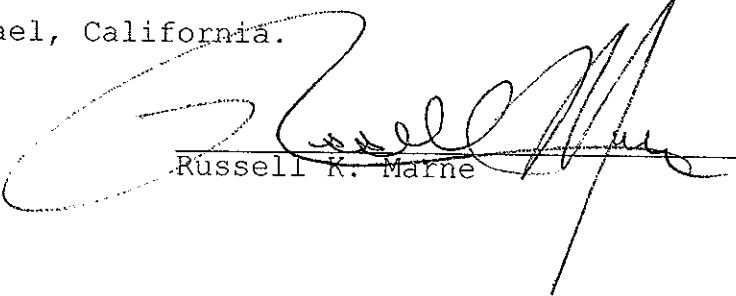
to Plaintiff in said cause, by facsimile and mail as follows:

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ROBERT JACKSON & ASSOCIATES, INC.
4199 CAMPUS DRIVE, SUITE 700
IRVINE, CA 92612

BY FAX

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2 117 Montgomery Road
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4 Telephone: (707) 824-0436

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9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SONOMA**
11

12 **IMB REO, LLC,**

13 Plaintiff,

14 vs.

15 **ANTHONY MAZUROWSKI,**

16 Defendant
17

Case No.: MCV-207806

~~EX PARTE APPLICATION AND ORDER~~
~~DEFENDANTS' NOTICE OF MOTION~~
~~AND MOTION TO VACATE JUDGMENT~~
~~AND ENTER DIFFERENT JUDGMENT~~

[Cal. Code of Civ. Pro. § 663]

Trial Date: 3-29, 2010

Time: 8:300 A.M.

Dept.: 15

Honorable Gary Nadler

Location: Empire Annex

3035 Cleveland Ave., Suite 200
Santa Rosa, CA

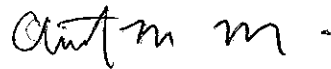
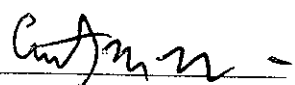
21
22 **TO PLAINTIFF IMB REO, LLC, AND ITS ATTORNEYS OF RECORD:**

23 **PLEASE TAKE NOTICE** that on 3-29, 2010, at 8:30 a.m., or as soon thereafter as
24 the matter may be heard in Department 15 of the above court, Defendant, ANTHONY
25 MAZUROWSKI, will move the court for an order setting aside and vacating its judgment
26 entered in this case on March 16, 2010, and entering another, different judgment.

27 This motion is made on the ground that the legal basis for the decision is not consistent
28 with or supported by the facts, and further the judgment is not consistent with the special verdict.

1 The motion is also based on this notice; all pleadings, papers, and records in this action;
2 the evidence presented at trial; and the attached memorandum of points and authorities, and such
3 other and further oral and documentary evidence as may be presented at the hearing of this
4 Motion.

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6 Dated: March 15, 2010

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9 ANTHONY MAZUROWSKI,
10 Defendant in Pro Per
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[C.C.P. §§1013a, 2015.5]

Case No. MCV-207806

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DEFENDANTS' NOTICE OF MOTION AND MOTION FOR NEW TRIAL;
DEFENDANTS' NOTICE OF MOTION AND MOTION TO VACATE JUDGMENT AND
ENTER DIFFERENT JUDGMENT; PETITION FOR WRIT OF SUPERSEDEAS OR OTHER
APPROPRIATE STAY ORDER; MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF WRIT; DECLARATION OF ANTHONY MAZUROWSKI IN SUPPORT OF
ISSUANCE OF WRIT; ORDER AFTER HEARING

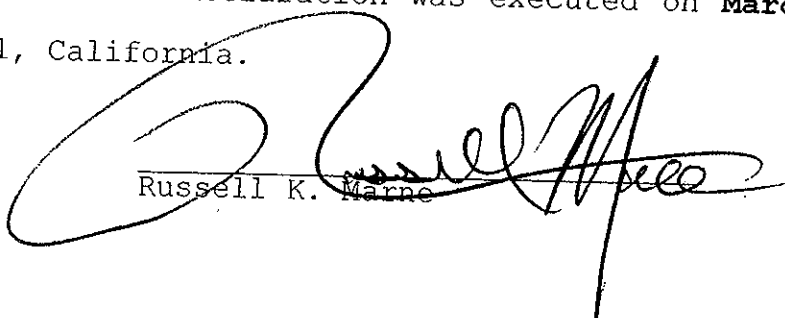
to Plaintiff in said cause, by facsimile and mail as follows:

JOHN C. SAGINAW
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4199 CAMPUS DRIVE, SUITE 700
IRVINE, CA 92612

BY FAX

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[C.C.P. §§1013a, 2015.5]

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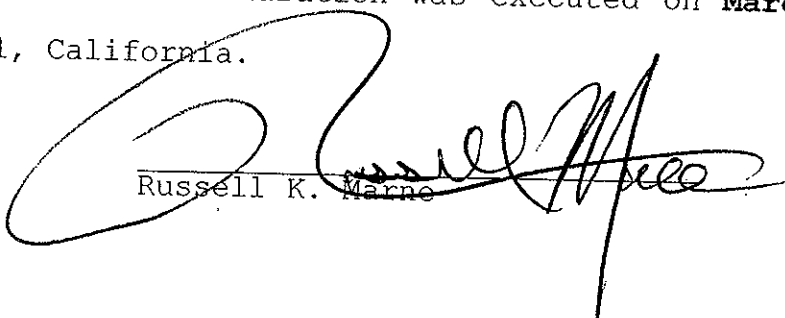
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Russell K. Marno

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[C.C.P. §§1013a, 2015.5]

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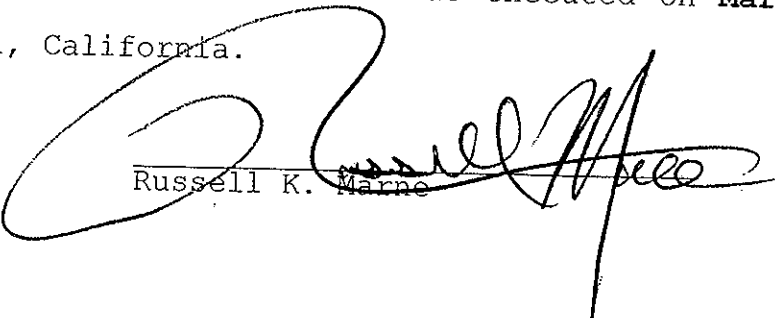
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[C.C.P. §§1013a, 2015.5]

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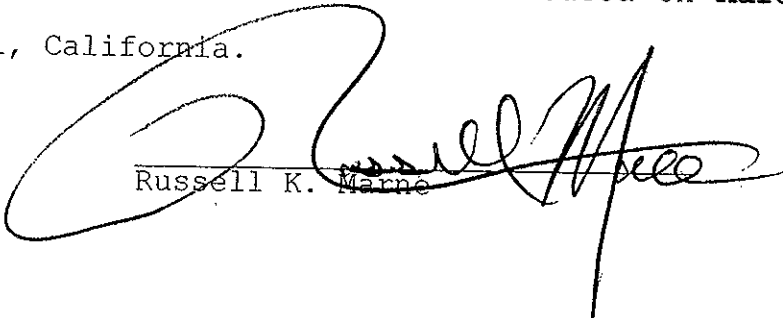
to Plaintiff in said cause, by facsimile and mail as follows:

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4199 CAMPUS DRIVE, SUITE 700
IRVINE, CA 92612

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[C.C.P. §§1013a, 2015.5]

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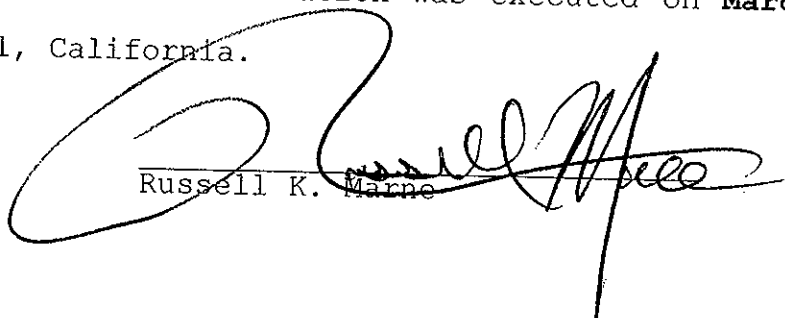
to Plaintiff in said cause, by facsimile and mail as follows:

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4199 CAMPUS DRIVE, SUITE 700
IRVINE, CA 92612

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2 117 Montgomery Road
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9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SONOMA**
11
12

13 **IMB REO, LLC,**

14 Plaintiff,

15 vs.

16 **ANTHONY MAZUROWSKI,**

17 Defendant
18

Case No.: MCV-207806

ORDER GRANTING NEW TRIAL

Trial Date: March 16, 2010

Time: 8:300 A.M.

Dept.: 15

Honorable Gary Nadler

Location: Empire Annex

3035 Cleveland Ave., Suite 200
Santa Rosa, CA

19 Upon reading the Motion FOR New Trial, and the Court having considered the file
20 herein, and good cause appearing,
21

22 IT IS ORDERED **that the Judgment in the above matter is vacated and a New Trial shall**
23 **be set as follows:**
24
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JUDGE OF THE SUPERIOR COURT

ORDER Re: New Trial

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR SONOMA COUNTY

IMB REO, LLC

Plaintiff,

vs.

ANTHONY M. MAZUROWSKI,

Defendant

CASE NO: MCV 207806

ORDER
(PROPOSED)

TO ALL PARTIES OF INTEREST:

NOTICE OF APPEAL

Having considered the Petition for a stay of the final judgment on appeal, the opposition and reply thereto and the entire record of the proceeding, it is by the court ORDERED that the motion is GRANTED; and it is further ORDERED that the Clerk shall distribute copies of the above Order to the parties to this case. The amount of the monthly rent is to be _____.

So ordered this _____ day of _____,
2010.

SUPERIOR COURT JUDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR SONOMA COUNTY

IMB REO, LLC

Plaintiff,

vs.

ANTHONY M. MAZUROWSKI,

Defendant

CASE NO: MCV 207806

ORDER
(PROPOSED)

TO ALL PARTIES OF INTEREST:

NOTICE OF APPEAL

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So ordered this _____ day of _____,
2010.

SUPERIOR COURT JUDGE

SENDING REPORT

Mar. 29 2010 02:34AM

YOUR LOGO : Michael J Ilnicki
YOUR FAX NO. : 7079387163

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01	19494800746	Mar. 29 02:32AM	01'46	SND	03	OK

TO TURN OFF REPORT, PRESS 'MENU' #04.
THEN SELECT OFF BY USING '+' OR '-'.
FOR FAX ADVANTAGE ASSISTANCE, PLEASE CALL 1-800-HELP-FAX (435-7329).

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	Other (explain):	Agency Case Number Lender Case Number

Amount \$	490,500	Interest Rate	9.375 %	No. of Months	460/360	Amortization Type:	<input type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM <input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type): 5/1 ARM
-----------	---------	---------------	---------	---------------	---------	--------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP)	No. of Units
9662 Bodega Hwy aka 117 Montgomery Rd, Sebastopol, CA 95472 County: Sonoma	1
Legal Description of Subject Property (attach description if necessary)	Year Built
See Prelim	

Purpose of Loan	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Refinance <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent <input type="checkbox"/> Other (explain):	Property will be:	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
-----------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------	----------------------------------------------------------------------------------------------------------------------------------------------

Complete this line if construction or construction-permanent loan.					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
Anthony Mazurowski	Single man	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		
Checking/Savings \$5000		

Borrower	III. BORROWER INFORMATION	Co-Borrower
-----------------	----------------------------------	--------------------

Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Anthony Mazurowski							
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
149-44-7109	707-579-3641	02/26/1954	12				

<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower)	<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower)
		no. 0 ages			no. ages

Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent 1.5 No. Yrs.	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
1276 Woodhaven Drive			
Santa Rosa, CA 95407			

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent 2 No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
1117 Humboldt Street			
Santa Rosa, CA 95404			
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer Cochrane Roofing 623 Spruce Street Santa Rosa, CA 95407	<input type="checkbox"/> Self Employed	Yrs. on this job 3 yr(s) Yrs. employed in this line of work/profession 4	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job Yrs. employed in this line of work/profession
Position/Title/Type of Business Manager / Roofing Co.		Business Phone (incl. area code) 707-318-9602	Position/Title/Type of Business		Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 12,000.00	\$	\$ 12,000.00	Rent	\$ 2,000.00	
Overtime				First Mortgage (P&I)		\$ 3,941.94
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		80.00
Dividends/Interest				Real Estate Taxes		530.00
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$ 12,000.00	\$	\$ 12,000.00	Total	\$ 2,000.00	\$ 4,551.94

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income **Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

Completed ☐ Jointly ☒ Not Jointly

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Account Number

VII. DETAILS OF TRANSACTION		10 Pg 22 of 57		VIII. DECLARATIONS																																																												
a. Purchase price	\$ 545,000.00	<p>If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.</p> <p>a. Are there any outstanding judgments against you?</p> <p>b. Have you been declared bankrupt within the past 7 years?</p> <p>c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?</p> <p>d. Are you a party to a lawsuit?</p> <p>e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)</p> <p>f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.</p> <p>g. Are you obligated to pay alimony, child support, or separate maintenance?</p> <p>h. Is any part of the down payment borrowed?</p> <p>i. Are you a co-maker or endorser on a note?</p> <p>-----</p> <p>j. Are you a U. S. citizen?</p> <p>k. Are you a permanent resident alien?</p> <p>l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.</p> <p>m. Have you had an ownership interest in a property in the last three years?</p> <p>(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)?</p> <p>(2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Borrower</th> <th colspan="2">Co-Borrower</th> </tr> <tr> <th>Yes</th> <th>No</th> <th>Yes</th> <th>No</th> </tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>		Borrower		Co-Borrower		Yes	No	Yes	No	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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b. Alterations, improvements, repairs																																																																
c. Land (if acquired separately)																																																																
d. Refinance (incl. debts to be paid off)																																																																
e. Estimated prepaid items	638.67																																																															
f. Estimated closing costs	9,496.00																																																															
g. PMI, MIP, Funding Fee																																																																
h. Discount (if Borrower will pay)																																																																
i. Total costs (add items a through h)	555,134.67																																																															
j. Subordinate financing																																																																
k. Borrower's closing costs paid by Seller																																																																
l. Other Credits (explain) Cash Deposit	5,000.00																																																															
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	490,500.00																																																															
n. PMI, MIP, Funding Fee financed																																																																
o. Loan amount (add m & n)	490,500.00																																																															
p. Cash from/to Borrower (subtract j, k, l & o from i)	59,634.67																																																															

IX. ACKNOWLEDGEMENT AND AGREEMENT

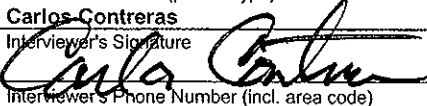
Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature X	Date	Co-Borrower's Signature X	Date
----------------------------------	------	-------------------------------------	------

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino		Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White		Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To be Completed by Interviewer This application was taken by: <input checked="" type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		Name and Address of Interviewer's Employer Michael E. Brinkman 6020 Commerce Blvd #127 Rohnert Park, CA 94928 (P) 707-585-7813 (F) 707-585-2774	
Interviewer's Name (print or type) Carlos Contreras Interviewer's Signature  Interviewer's Phone Number (incl. area code) 707-585-7813		Date 	



CARLOS CONTRERAS
Commercial & Residential Real Estate
www.bearfinancialgroup.com

6020 Commerce Blvd. #127, Rohnert Park, CA 94928
Phone: 707-585-7813 Fax: 707-585-2774
Cell-707-694-4869 E-mail: carlos@bearfinancialgroup.com

Memo

Date: July 6, 2007 From: Carlos
To: Anthony Mazurowski
Subject: 9662 Bodega Hwy / aka 117 Montgomery rd Sebastopol, CA

Tony, Enclosed are you copies of all the reports, disclosures, appraisal, inspections and copy of the purchase contract for this transaction. Please keep these along with the loan documents you received from Financial Title when you sign your loan docs. These are important records for you to maintain. Thank you for allowing me to help with this purchase.

ADDENDUM NO. two

To Agreement dated 5/9/2007, between Gary Martin and Patricia Martin,
and Tony Mazurowski, concerning property located at
9662 Bodega Hwy, aka 117 Montgomery Sebastopol CA

The parties agree as follows:

- 1) Extend the close of escrow deadline from 6/23/07 to 7/3/07.
- 2) Buyer to allow sellers to rent back property from date of Close to 7/15/07 at the daily interest rate of the Buyers new monthly P.I.T.I.
- 3) New purchase price to be \$545,000 reduced from \$565,000.

This Addendum, upon its execution by both parties, is made a part of the above Agreement.

If checked ☐ this Addendum is of no force or effect unless executed by all parties and delivered prior to
(date) _____ (time) _____ ☐ a.m. ☐ p.m., to _____

	(Name of Party)
Seller/Lessor <u>Gary Martin</u>	Date <u>6-28-07</u>
Seller/Lessor <u>Patricia Martin</u>	Date <u>6-28-07</u>
Buyer/Lessee <u>Tony Mazurowski</u>	Date <u>6-28-07</u>
Buyer/Lessee _____	Date _____

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AGREEMENT TO OCCUPY AFTER CLOSE OF ESCROW

This Agreement is made with reference to the following facts:

- (a) Buyer and Seller have entered into a purchase agreement for residential real property ('Property') commonly known as 9662 Bodega Hwy, Sebastopol CA which is expected to close, or already has closed, on 7/3/2007.
- (b) Seller desires to occupy the premises for a limited period after escrow closes.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL.** Buyer rents to Seller, and Seller rents from Buyer, the Property for use as Seller's personal residence. Seller will not assign this Agreement or sublet any portion of the premises without prior written consent of the Buyer.
2. **TERM.** The rental term will be (check one).
☐ day to day commencing _____ at the rate of \$ _____ per day, with termination upon not less than seven (7) days written notice by either party;
☒ from (date) actual close of escrow until (date) 7/15/2007 at (time) 6:00 ☐ a.m. ☒ p.m.
the rate of \$ 154.16 per day.
3. **PAYMENT.** In the case of a fixed term, rental will be paid in advance, either in cash at time of close of escrow or as a credit to the Buyer. In the case of a day to day rental, _____ days rent will be paid in advance, either in cash at time of close of escrow or as a credit to the Buyer. Thereafter, rent will be paid weekly in advance to Buyer by mail or personal delivery to the address in the signature block, or at such other place as may be designated by Buyer in writing from time to time. Payment by personal delivery may be made (check one): ☐ Monday through Friday, 9:00 a.m. to 5:00 p.m., or ☐ at the following times: _____.
4. **SECURITY DEPOSIT.** Upon close of escrow, Seller will deposit with the Buyer the sum of \$ 2,000.00 as security for the performance of this Agreement. Buyer may charge the security deposit reasonable sums for Seller's breach of this Agreement, including failure to pay rent, repair of damage, or necessary cleaning upon termination of the rental. The balance of the security deposit will be returned to Seller no later than three (3) weeks from termination of occupancy. No interest will be paid on the security deposit.
5. **UTILITIES.** Seller will be responsible for payment of all utilities and services during occupancy.
6. **MAINTENANCE.** Seller will maintain all the real and personal property included in the sale in the same condition as at the close of escrow. Seller will maintain and irrigate the grounds and landscaping. Seller will not make any alterations to the property.
7. **USE.** Seller will abide by all laws and governmental regulations with respect to the use or occupancy of the property, and will not commit waste or create a nuisance.
8. **INSURANCE.** Buyer will maintain fire, hazard, liability and such other insurance on the Property as Buyer deems advisable. It is understood that Buyer's insurance does not cover the personal property of the Seller.
9. **INDEMNIFICATION.** Seller will hold Buyer harmless from any claims, damages or liability arising out of Seller's occupancy of the property, and agrees to defend any such claims against Buyer and reimburse Buyer for any costs or attorney fees incurred by Buyer in defending such claims.
10. **ENTRY AND INSPECTION.** Seller will permit Buyer or his or her agents to enter into the premises at reasonable times and upon at least 24 hour notice (oral or written) for the purpose of inspection and to prepare for occupancy by Buyer, provided that such inspection will not unreasonably interfere with Seller's use of the property. A set of keys to all property locks and alarm codes will be delivered to Buyer at close of escrow.
11. **LIQUIDATED DAMAGES.** The parties agree that in the event of holding over by the Seller after termination of the rental period, damages to the Buyer would be impracticable or extremely difficult to fix. Accordingly the parties agree that the sum of \$ 200.00 per day for each day of holding over after termination constitutes reasonable liquidated damages in view of all the circumstances existing on the date of this Agreement.
Initial Here: [_____] [GM] Buyer(s) [GM] [PM] Seller(s)
12. **ATTORNEY FEES.** In any action, arbitration or other proceeding, including unlawful detainer, involving a dispute between Buyer and Seller arising out of the execution of this Agreement, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).
13. **TIME.** Time is of the essence of this Agreement.
14. **NOTICES.** Any notice may be personally delivered, transmitted by facsimile machine, by a nationally recognized overnight courier, or by first class mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if by facsimile, at time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document.

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Page 1 of 2

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 **PROFESSIONAL
PUBLISHING**

COUNTER TO COUNTER OFFER

In response to the Counter Offer concerning the property located at 9662 Bodoga Hwy, Sebastopol CA
made by, Gary Martin and Patricia Martin, Seller,
dated 5/7/07, the following counter to counter offer is submitted:

For clarification purposes: New Purchase Price to be \$565,000 (Five Hundred and Sixty Five Thousand Dollars)
Buyer to put 10% down and obtain a new loan for \$508,000
Sellers agent to pay for Home warranty
Property sold as is- Addendum attached
Buyer to provide pre-qualification letter- see attached.

OTHER TERMS: All other terms to remain the same.

EXPIRATION: This counter to counter offer shall expire unless a copy with Seller's written acceptance is delivered to Buyer or his or her Agent on or before 5:00 o'clock ☐ a.m., ☒ p.m., on (date) 5/10/07.

Buyer Anthony M. Mazurowski Dated 5-8-07 Time 3:30

Buyer _____ Dated _____ Time _____

ACCEPTANCE

The undersigned Seller accepts the above counter to counter offer.

Seller Gary Martin Dated 5-9-07 Time 8:45

Seller Patricia Martin Dated 5-9-07 Time 8:45

Receipt of acceptance is hereby acknowledged.

Buyer Anthony M. Mazurowski Date 5-9-07 Time 2:00 PM

Buyer _____ Date _____ Time _____

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Rev. by _____
Date _____

PROFESSIONAL PUBLISHING

COUNTER OFFER

In response to the Offer concerning the property located at 9662 Bodega Highway
Sebastopol, CA 95472 made by Gary & Patricia Martin, Buyer,
dated 05/08/2007 the following Counter Offer is submitted:

PURCHASE PRICE TO BE \$565,000, FIVE HUNDRED SIXTY FIVE THOUSAND
DOLLARS

SELLERS AGENT TO PAY FOR HOME PROTECTION PLAN NOT TO EXCEED
\$300.00, THREE HUNDRED DOLLARS

SELLER NOT TO PROVIDE ANY FINANCING

PROPERTY SOLD IN AS-IS CONDITION

BUYER TO PROVIDE SELLER WITH PRE-APPROVAL LETTER WITHIN THREE
DAYS OF ACCEPTANCE

OTHER TERMS: All other terms to remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is received by Seller or C21 Alliance/M. Levy/ E. Buckner, the Agent of the Seller.

EXPIRATION: This Counter Offer shall expire unless written acceptance is delivered to Seller or his or her Agent on or before 5:00 ☐ a.m., ☒ p.m., on (date) 05/10/2007.

Seller

Gary Martin
Gary Martin

Date 05-08-07 Time 8:50

Seller

Patricia Martin
Patricia Martin

Date 5-8-07 Time 8:50

ACCEPTANCE

The undersigned Buyer accepts the above Counter Offer.

Buyer

Tony mazurowski

Date _____ Time _____

Buyer

Date _____ Time _____

Receipt of acceptance is acknowledged.

Seller

Gary Martin

Seller

Patricia Martin

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Rev. by _____
Date _____

PROFESSIONAL PUBLISHING

ADDENDUM — "AS IS" SALE

To Agreement dated 5/7/07, between Gary Martin and Patricia Martin, Seller
and Tony Mazurowski, Buyer, concerning property commonly known as
9662 Bodega Hwy, Sebastopol CA ("Property").

The Property being sold is not new and neither Seller nor Seller's agent warrant the condition of the property, which is sold in its present "AS IS" condition. Buyer understands and agrees that Seller, his or her agents or assigns, will not, prior or subsequent to close of escrow, be responsible for the repair, replacement, or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship, or mechanical components of the structures, improvements, or land, including but not limited to: heating, plumbing, electrical or sewage disposal system, well or other water supply system, drainage or moisture conditions, foundations, air conditioning, hot water heater, pools, spas, solar systems, appliances, roof, or damage by or presence of pests, mold, or other organisms. This provision supersedes all other provisions in the Purchase Agreement regarding the condition of the Property (except those relating to destruction of improvements, risk of loss, compliance with local laws applicable to the sale or transfer of property, and leaving property free of debris and personal property). However, Seller agrees the Property (including all structures, pool, spa, grounds and landscaping) will be maintained and delivered to Buyer at close of escrow in the same or better condition than as of the date of acceptance or, if there is an inspection contingency, as of the time the inspection contingency is removed.

Buyer has been advised to carefully inspect the Property personally, and to obtain inspection reports from qualified experts regarding all systems and features of the Property including boundary lines, lot and dwelling size, roof, plumbing, electrical, appliances, sewers, septic system, soil conditions, foundation, heating, air conditioning, structural components, pool and related equipment, and any possible environmental hazards, pest, or mold infestation or infection.

Seller agrees to permit Buyer and Buyer's representatives reasonable access to the Property to complete the inspections.

Buyer will notify Seller in writing, within the inspection contingency period specified in the purchase agreement (or, if not specified, within 15 days from date of acceptance) that the condition of the Property is either acceptable or unacceptable. If the Buyer finds the Property acceptable, Buyer agrees to take the Property in its present "AS IS" condition as of the time the inspection condition is satisfied. Should Buyer find the Property unacceptable, the Buyer has the option of terminating the Purchase Agreement.

Buyer is not relying upon Seller or Seller's agent to investigate and report on the condition of the Property other than conditions known by the Seller or Seller's agent and noted on any disclosure statements that have been provided. In all other respects, Buyer agrees that he or she is relying exclusively upon Buyer's own inspection and that of experts retained by Buyer as to the condition of the physical features of the Property and location of the boundary lines.

The parties understand that, even though this is an "AS IS" sale, the Seller is obligated by law to reveal all known defects of a material nature of which the Seller is aware. The parties do not intend by this Addendum to waive any provision of the law requiring that the Seller or the agents furnish disclosure statements, nor do the parties intend to waive any provisions of local laws requiring inspections or reports.

Buyer Tony Mazurowski Date 5-8-07 Buyer _____ Date _____

Seller Gary Martin Date 05-09-07 Seller Patricia Martin Date 5-9-07

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STANDARD RESIDENTIAL PURCHASE AGREEMENT

DEFINITIONS

BROKER includes cooperating brokers and all sales persons. **DAYS** means calendar days, midnight to midnight, unless otherwise specified. **BUSINESS DAY** excludes Saturdays, Sundays and legal holidays. **DATE OF ACCEPTANCE** means the date Seller accepts the offer or the Buyer accepts the counter offer. **DELIVERED** means personally delivered, transmitted by facsimile machine, by a nationally recognized overnight courier, or by first class mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if by facsimile, at time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. **DATE OF CLOSING** means the date title is transferred. **TERMINATING THE AGREEMENT** means that both parties are relieved of their obligations and all deposits will be returned to Buyer. **PROPERTY** means the real property and any personal property included in the sale.

AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supercedes any prior agency election:

LISTING AGENT: Martin Levy/ C21 Alliance is the agent of (check one):

(Print Firm Name)

☒ the Seller exclusively; or ☐ both the Buyer and the Seller.

SELLING AGENT: Carlos Contreras/ Michael Brinkman (If not the same as the Listing Agent) is the agent of (check one):

(Print Firm Name)

☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and the Seller.

Note: This confirmation DOES NOT take the place of the AGENCY DISCLOSURE form (P.P. Form 110.42 CAL) required by law

Tony Mazurowski hereinafter designated as BUYER, offers to purchase the real property situated in Sebastopol, County of Sonoma, California, commonly known as 9662 Bodessa Hwy, Sebastopol CA

FOR THE PURCHASE PRICE OF \$ 550,000 (Five Hundred and Fifty thousand dollars) on the following terms and conditions:

☒ Buyer does ☐ Buyer does not intend to occupy the property as his or her residence.

1. **FINANCING TERMS AND LOAN PROVISIONS.** (Buyer represents that the funds required for the initial deposit, additional deposit, cash balance and closing cost are readily available.)

A. \$ 5,000 DEPOSIT evidenced by ☒ check, or ☐ other:

held uncashed until acceptance and not later than three (3) business days thereafter deposited toward the purchase price with Financial Title

B. \$ 20,000 ADDITIONAL CASH DEPOSIT to be placed in escrow ☐ within days after acceptance, ☐ upon receipt of Loan Commitment per item 2, ☒ Other: removal of appraisal & inspection contingencies

C. \$ 30,000 BALANCE OF CASH PAYMENT needed to close, not including closing costs.

D. \$ 440,000 NEW FIRST LOAN: ☐ CONVENTIONAL, ☐ FHA, ☐ VA, ☐ Other financing acceptable to Buyer:

☐ FIXED RATE: For years, interest not to exceed %, payable at approximately \$ per month (principal and interest only), with the balance due in not less than years.

☒ ARM: For 5 years years, initial interest rate not to exceed 8 %, with initial monthly payments of \$ and maximum lifetime rate not to exceed %.

☒ Buyer will pay loan fee or points not to exceed 1.5%

☒ Lender to appraise property at no less than purchase price prior to loan contingency removal.

☐ If FHA or VA, Seller will pay % discount points. Seller will also pay other fees and costs, as required by FHA or VA, not to exceed \$

E. \$ EXISTING FINANCING: ☐ ASSUMPTION OF, ☐ SUBJECT TO existing loan of record described as follows:

F. \$ 55,000 SELLER FINANCING: ☐ FIRST LOAN, ☒ SECOND LOAN, ☐ THIRD LOAN, secured by the property.

☐ Seller Financing Addendum, P.P. Form 131.1-3 CAL, is attached and made a part of this Agreement.

G. \$ OTHER FINANCING TERMS:

H. \$ 550,000 TOTAL PURCHASE PRICE (not including closing costs).

2. **LOAN APPROVAL.** (Please check one of the following):

A. ☐ CONTRACT IS NOT CONTINGENT upon Buyer obtaining a loan.

B. ☒ CONTRACT IS CONTINGENT upon Buyer's ability to obtain commitment for new financing, as set forth above, from a lender or mortgage broker of Buyer's choice, and/or consent to assumption of existing financing provided for in this Agreement, within 30 days after acceptance. Buyer will in good faith use his or her best efforts to qualify for and obtain the financing and will complete and submit a loan application within five (5) days after acceptance. Buyer ☐ will, ☐ will not provide a ☐ prequalification letter, or ☐ preapproval letter from lender or mortgage broker based on Buyer's application and credit report within days after acceptance. In the event a loan commitment or consent is obtained but not timely honored without fault of Buyer, Buyer may terminate this Agreement.

Buyer CM and Seller GM have read this page.

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3. **BONDS AND ASSESSMENTS.** All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS:

This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid within ten (10) days after receipt of the preliminary title report or property tax bill, whichever is later. In the event of disapproval, the disapproving party may terminate this Agreement.

4. **PROPERTY TAX.** Within three (3) days after acceptance, Seller will deliver to Buyer for his or her approval a copy of the latest property tax bill. Buyer is advised that: (a) the property will be reassessed upon change of ownership which may result in a tax increase; and (b) the tax bill may not include certain exempt items such as school taxes on property owned by seniors. Buyer should make further inquiry at the assessor's office. Within five (5) days after receipt of the tax bill, Buyer will in writing approve or disapprove the tax bill. In the event of disapproval, Buyer may terminate this Agreement.
5. **EXISTING LOANS.** Seller will, within three (3) days after acceptance, provide Buyer with copies of all notes and deeds of trust to be assumed or taken subject to. Within five (5) days after receipt Buyer will notify Seller in writing of his or her approval or disapproval of the terms of the documents. Approval will not be unreasonably withheld. Within three (3) days after acceptance, Seller will submit a written request for a current Statement of Condition on the above loan(s). Seller warrants that all loans will be current at close of escrow. Seller will pay any prepayment charge imposed on any existing loan paid off at close of escrow. Buyer will pay the prepayment charge on any loan which is to remain a lien upon the property after close of escrow. The parties are encouraged to consult his or her lender regarding prepayment provisions and any due on sale clause.
6. **DESTRUCTION OF IMPROVEMENTS.** If the improvements of the property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to close of escrow, Buyer may terminate this Agreement by written notice delivered to Seller or his or her Broker, and all unused deposits will be returned. In the event Buyer does not elect to terminate this Agreement, Buyer will be entitled to receive, in addition to the property, any insurance proceeds payable on account of the damage or destruction.
7. **EXAMINATION OF TITLE.** In addition to any encumbrances assumed or taken "subject to," Seller will convey title to the property subject only to: (1) real estate taxes not yet due; and (2) covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.
Within three (3) days after acceptance, Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. Within five (5) days after receipt, Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate this Agreement.
8. **EVIDENCE OF TITLE** will be in the form of a policy of title insurance, issued by Financial Title paid by ☒ Buyer, ☐ Seller, ☐ Other. NOTE: In addition to coverage under a standard CLTA policy, the ALTA Owner's Policy, or CLTA Homeowner's Policy of Title Insurance may offer additional coverage for a number of unrecorded matters. Buyer should discuss the type of policy with the title company of their choice at the time escrow is opened. In the event a lender requires an ALTA lender's policy of title insurance, ☒ Buyer, ☐ Seller will pay the premium.
9. **PRORATIONS.** Rents, real estate taxes, interest, payments on bonds and assessments assumed by Buyer, and homeowners association fees will be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer.
10. **CLOSING.** Full purchase price to be paid and deed to be recorded ☐ on or before _____, OR ☒ within 45 days of acceptance. Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement. ☐ Where customary, signed escrow instructions will be delivered to escrow holder within 5 days of acceptance. Escrow fee to be paid by buyer. County/City transfer tax(es), if any, to be paid by seller. Homeowner association transfer fee to be paid by seller. Unless the transaction is exempt, the escrow holder is instructed to remit the required tax withholding amount to the Franchise Tax Board from the proceeds of sale. THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.
11. **PHYSICAL POSSESSION.** Physical possession of the property, with keys to all property locks, alarms, and garage door openers, will be delivered to Buyer (check one):
☒ On the date of recordation of the deed, not later than 5 ☐ a.m., ☒ p.m.;
☐ On the _____ day after recordation, not later than _____ ☐ a.m., ☐ p.m.;
In the event possession is to be delivered before or after recordation, such possession is conditioned upon the execution by both parties of a written occupancy agreement on P.P. Form 103 CAL or 104 CAL, or comparable form, within _____ days after acceptance.

Buyer LA MA and Seller LA MA have read this page.

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12. **FIXTURES.** All items permanently attached to the property, including light fixtures and bulbs, attached floor coverings, all attached window coverings, including window hardware, window and door screens, storm sash, combination doors, awnings, TV antennas, burglar, fire, smoke and security alarms (unless leased), pool and spa equipment, solar systems, attached fireplace screens, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), are included in the purchase price free of liens, EXCLUDING:

13. **CONDITION OF PROPERTY.** Seller agrees that upon delivery or possession to the Buyer: (a) all built-in appliances included in the sale and the electrical, plumbing (excluding irrigation systems), heating and cooling systems will be in working order and free of leaks; (b) the roof will be free of leaks; (c) all broken or cracked glass, including mirrors and shower/tub enclosures and broken seals between double-pane windows, will be replaced; (d) and existing window and door screens that are damaged will be repaired. Unless specifically excluded, all of the above are the obligation of the Seller regardless of any disclosures made or conditions discovered by the parties or their agents. The following items are specifically excluded from the above:

Seller's obligations under this provision are not intended to create a duty to repair an item that may fail after possession is delivered. Buyer and Seller acknowledge that Broker is not responsible for any alleged breach of these covenants.

14. **INSPECTIONS OF PROPERTY.** Buyer will have the right to retain, at his or her expense, licensed experts including but not limited to engineers, geologists, architects, contractors, surveyors, arborists, and structural pest control operators to inspect the property for any structural and nonstructural conditions, including matters concerning roofing, electrical, plumbing, heating, cooling, appliances, well, septic system, pool, boundaries, geological and environmental hazards, toxic substances including asbestos, mold, formaldehyde, radon gas, and lead-based paint. Buyer, if requested by Seller in writing, will promptly furnish, at no cost to Seller, copies of all written inspection reports obtained. Buyer will approve or disapprove in writing all inspection reports obtained within fifteen (15) for _____ days after acceptance. In the event of Buyer's disapproval of inspection reports, or discovery of other material facts affecting the value or desirability of the property, Buyer may, within the time stated or mutually agreed upon extension, elect to terminate this Agreement, or invite Seller to negotiate repairs. (See P.P. Form 101-M, Addendum Regarding Removal of Inspection Contingencies.)

15. **ACCESS TO PROPERTY.** Seller agrees to provide reasonable access to the property to Buyer and inspectors, appraisers, and all other professionals representing Buyer.

16. **MAINTENANCE.** Until possession is delivered, Seller will maintain all structures, landscaping, grounds, and pool in the same general condition as of the date of acceptance or physical inspection, whichever is later. Seller agrees to deliver the property in a neat and clean condition with all debris and personal belongings removed.

17. **PERSONAL PROPERTY.** The following personal property, on the premises when inspected by Buyer, is included in the purchase price and will be transferred to Buyer free of liens and properly identified by a Bill of Sale at close of escrow. Unless itemized here, personal property is not included in the sale. No warranty is made as to the condition of the personal property: Personal property of the trailer to be removed from the property

18. **TRANSFER DISCLOSURE STATEMENT (TDS).** Seller will comply with Civil Code §1102 by providing Buyer with a completed Real Estate Transfer Disclosure Statement (P.P. Form 110.21-23 CAL). The completed statement will consist of disclosure by Seller, Listing Agent, and Selling Agent.

☒ Buyer has received and read the completed TDS.

☐ Seller will provide to Buyer the completed TDS within 10 days after acceptance.

Buyer and Seller agree that any new reports or other disclosure documents received by Buyer from the Seller after receipt of the TDS are automatically deemed an amendment to the TDS. If any disclosure or a material amendment of any disclosure is delivered by the Seller to the Buyer after the execution of an offer to purchase, Buyer will have three (3) days after delivery in person or five (5) days after deposit in the mail to terminate his or her offer by delivery of a written notice of termination to Seller or Seller's Agent.

Seller agrees to hold all Brokers in the transaction harmless and to defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by Seller in his or her Real Estate Transfer Disclosure Statement or supplement.

19. **SUPPLEMENT TO STATUTORY DISCLOSURE STATEMENT.** Within _____ days after acceptance, or earlier if required by law, Seller will provide the following or comparable disclosure supplement(s) to Buyer:

☐ P.P. FORM 110.27 CAL, NATURAL HAZARD DISCL.

☒ 3RD PARTY NATURAL HAZARD REPORT BY seller choice

☒ P.P. FORM 110.81-83 CAL, SUPPLEMENT TO TDS

☒ P.P. FORM 110.35-36 CAL, COMMON INTEREST DISCLOSURE

☒ P.P. FORM 110.72, ADDENDUM-SEPTIC SYSTEMS

☒ P.P. FORM 110.80-82 CAL, STANDARD DISCLOSURES AND DISCLAIMERS

☒ P.P. FORM 110.74, LEAD-BASED PAINT DISCLOSURE (for dwellings constructed prior to 1976 - must be delivered prior to acceptance.)

☒ P.P. FORM 110.84 CAL, SMOKE DETECTOR/WATER HEATER CERT. ☒ P.P. FORM 110.80 CAL, NOTICE RE SUPPLEMENTAL TAX BILL

OTHER _____

20. **SAFETY BOOKLETS.** By initialing below, Buyer acknowledges receipt of the following booklets:

☒ Homeowner's Guide to Environmental Hazards and Earthquake Safety, including earthquake hazard disclosure form required for homes constructed prior to 1960, and the lead-based paint pamphlet.

☐ Commercial Property Owner's Guide to Earthquake Safety, required for certain unreinforced masonry buildings built prior to 1976.

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21. **WALK-THROUGH INSPECTION.** Buyer will have the right to conduct a walk-through inspection of the property within 3 days prior to close of escrow, to verify Seller's compliance with the provisions under Item 12, FIXTURES, Item 13, CONDITION OF PROPERTY, Item 16, MAINTENANCE, and Item 17, PERSONAL PROPERTY. This right is not a condition of this Agreement, and Buyer's sole remedy for an alleged breach of these items is a claim for damages. Utilities are to remain turned on until transfer of possession.
22. **COMPLIANCE WITH LOCAL LAWS.** Seller will comply with any local laws applicable to the sale or transfer of the property, including but not limited to: Providing inspections and/or reports for compliance with local building and permit regulations, including septic system inspection reports; compliance with minimum energy conservation standards; and compliance with water conservation measures. All required inspections and reports will be ordered within three (3) days after acceptance and will be paid by ☐ Seller, ☒ Buyer. If Seller does not agree within five (5) days after receipt of a report to pay the cost of any repair or improvement required to comply with such laws, Buyer may terminate this Agreement. It is understood that if Seller has given notice that necessary permits or final approvals were not obtained for some improvements, Seller will not be responsible for bringing the improvements into compliance unless otherwise agreed.
23. **OPTIONAL PROVISIONS.** The provisions in this Item 23, IF INITIALED BY BUYER are included in this Agreement.
- 23-A. ☐ ☐ **MAINTENANCE RESERVE.** Seller agrees to leave in escrow a maintenance reserve in the amount of \$. If, in the reasonable opinion of a qualified technician, any of the equipment listed under Item 13, CONDITION OF PROPERTY, is not in working order, Buyer will furnish Seller a copy of the technician's inspection report and/or submit written notice to Seller of non-compliance of any of the items under Item 13, CONDITION OF PROPERTY, within five (5) days after occupancy is delivered. In the event Seller fails to make the repairs and/or corrections within five (5) days after receipt of said report or notice, Seller authorizes the escrow holder to disburse to Buyer against bills for such repairs or corrections the sum of such bills, not to exceed the amount reserved. Said reserve will be disbursed to Buyer or returned to Seller not later than fifteen (15) days after date occupancy is delivered.
- 23-B. ☒ ☒ **HOME PROTECTION CONTRACT,** paid for by ☐ Buyer, ☒ Seller, will become effective upon close of escrow for not less than one year at a cost not to exceed \$300.00. The Brokers have informed both parties that such protection programs are available, but do not approve or endorse any particular program. Unless this provision is initialed, Buyer understands that such a protection plan is waived.
- 23-C. ☐ ☐ **COMMON INTEREST DEVELOPMENT DISCLOSURE.** Within ten (10) days after acceptance, Seller, at his or her expense, agrees to provide to Buyer the management documents and other information required by California Civil Code §1368. Within five (5) days after receipt, Buyer will notify Seller in writing of approval or disapproval of the documents and information. In case of disapproval, Buyer may terminate this Agreement. Any delinquent assessments including penalties, attorney's fees, and other charges that are or could become a lien on the property will be credited to Buyer at close of escrow.
- 23-D. ☐ ☐ **PROBATE/CONSERVATORSHIP SALE.** Pursuant to the California Probate Code, this sale is subject to court approval at which time the court may allow open competitive bidding. An "AS IS" Addendum (P.P. Form 101-A) ☐ is, ☐ is not attached and made a part of this Agreement.
- 23-E. ☐ ☐ **RENTAL PROPERTY.** If checked ☐, property will be vacated no less than five (5) (or ☐) days prior to close of escrow. If not checked, Buyer to take property subject to rights of parties in possession on leases or month-to-month tenancies. Within five (5) days after acceptance, Seller will deliver to Buyer for his or her approval copies of the following documents: (a) existing leases and rental agreements with tenants estoppel certificates; (b) any outstanding notices sent to tenants; (c) a written statement of all oral agreements with tenants; (d) existing defaults by Seller or tenants; (e) claims made by or to tenants; (f) a statement of all tenants deposits held by Seller; (g) a complete statement of rental income and expenses; (h) and any service and equipment rental contracts with respect to the property which run beyond close of escrow. Seller warrants all of this documentation to be true and complete. Within five (5) days after receipt of documents, Buyer will notify Seller in writing of approval or disapproval of the documents. In case of disapproval, Buyer may terminate this Agreement. During the escrow period of this transaction Seller agrees that no changes in the existing leases or rental agreements will be made, nor new leases or rental agreements longer than month to month entered into, nor will any substantial alterations or repairs be made or undertaken without the written consent of the Buyer. Security deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer in escrow.
- 23-F. ☐ ☐ **RENT CONTROL ORDINANCE.** Buyer is aware that a local ordinance is in effect which regulates the rights and obligations of property owners. It may also affect the manner in which future rents can be adjusted.
- 23-G. ☐ ☐ **TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY).** In the event that Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange; provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any

Buyer Ann and Seller GD PD have read this page.

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property other than the property described in this Agreement. It is understood that a party's rights and obligations under this Agreement may be assigned to a third party intermediary to facilitate the exchange. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.

24. **CONTINGENT ON SALE.** (Please check one of the following):

A. ☒ **CONTRACT IS NOT CONTINGENT** upon the sale or close of any property owned by Buyer.

B. ☐ **CONTRACT IS CONTINGENT ON Buyer's Property** at _____ which is in escrow and concerning which all contingencies ☐ have, ☐ have not been satisfied, closing on or before _____. If Buyer's escrow is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing.

C. ☐ **CONTRACT IS CONTINGENT ON Buyer accepting an offer for his or her property** at _____ within _____ days after acceptance of this Agreement, and that sale closing on or before _____. Seller will have the right to continue to offer the property for sale. When Buyer has accepted an offer on the sale of his or her property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's purchase agreement is subject to the sale of another property, it does not qualify without the written consent of Seller. Upon delivering notice of the qualified sale, this Agreement will still be contingent on Buyer's property closing as specified in this Item 24-C. If Buyer's escrow is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller may give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and close of his or her property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any property.

25. **DEFAULT.** In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take such action as he or she deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.

26. **ATTORNEY FEES.** In any action, arbitration, or other proceeding involving a dispute between Buyer and Seller arising out of the execution of this Agreement or the sale, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

27. **EXPIRATION OF OFFER.** This Offer will expire unless acceptance is delivered to Buyer or to Carlos Contreras (Buyer's Broker) on or before (date) 5/10/07 (time) 12:00 noon ☐ a.m. ☒ p.m.

28. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.

29. **CONDITIONS SATISFIED/WAIVED IN WRITING.** Each condition or contingency, covenant, approval or disapproval will be satisfied according to its terms or waived by written notice delivered to the other party or his or her Broker.

30. **TIME.** Time is of the essence of this Agreement; provided, however, that if either party fails to comply with any contingency in this Agreement within the time limit specified, this Agreement will not terminate until the other party delivers written notice to the defaulting party requiring compliance within 24 hours after receipt of notice. If the party receiving the notice fails to comply within the 24 hours, the non-defaulting party may terminate this Agreement without further notice. It is understood that neither the making of deposits nor the close of escrow is a contingency.

31. **LIQUIDATED DAMAGES.** By Initialing in the spaces below.

GM ☐ Buyer agrees ☐ Buyer does not agree
GM PM ☐ Seller agrees ☐ Seller does not agree

that in the event Buyer defaults in the performance of this Agreement, Seller will retain as liquidated damages the deposit set forth in Items 1-A and 1-B, and that said liquidated damages are reasonable in view of all the circumstances existing on the date of this Agreement. If the property is a dwelling with no more than four (4) units, one of which Buyer intends to occupy as his or her residence, the liquidated damages will not exceed three percent (3%) of the purchase price and any deposit in excess of that amount will be refunded to Buyer. In the event that Buyer defaults and has not made the deposit required under Item 1-B, or refuses to execute liquidated damage provision with respect to additional deposits, then Seller will have the option of retaining the initial deposit(s) that have been made, or terminating the obligations of the parties under this Item 31 and recovering such damages from Buyer as may be allowed by law. The parties understand that in case of dispute mutual cancellation instructions are necessary to release funds from escrow or trust accounts.

Buyer GM and Seller GM PM have read this page.

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PROFESSIONAL PUBLISHING

Property Address:

0662 Bodoga Hwy, Sebastopol CA

32. **MEDIATION OF DISPUTES.** If a dispute arises out of or relates to this Agreement or its breach, by initialling in the "agree" spaces below the parties agree to first try in good faith to settle the dispute by voluntary mediation before resorting to court action or arbitration, unless the dispute is a matter excluded under Item 33-ARBITRATION. The fees of the mediator will be shared equally between all parties to the dispute. If a party initials the "agree" space and later refuses mediation, that party will not be entitled to recover prevailing party attorney fees in any subsequent action.

gm gm Buyer agrees gm gm Buyer does not agree
gm gm Seller agrees gm gm Seller does not agree

33. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between the Buyer and Seller arising out of this Agreement will be decided by neutral binding arbitration in accordance with the California Arbitration Act (C.C.P. §1280 et seq.), and not by court action except as provided by California law for judicial review of arbitration proceedings. If the parties cannot agree upon an arbitrator, a party may petition the Superior Court of the county in which the property is located for an order compelling arbitration and appointing an arbitrator. Service of the petition may be made by first class mail, postage prepaid, to the last known address of the party served. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties will have the right to discovery in accordance with Code of Civil Procedure §1283.06.

The parties agree that the following procedure will govern the making of the award by the arbitrator: (a) a Tentative Award will be made by the arbitrator within 30 days following submission of the matter to the arbitrator; (b) the Tentative Award will explain the factual and legal basis for the arbitrator's decision as to each of the principal controverted issues; (c) the Tentative Award will be in writing unless the parties agree otherwise; provided, however, that if the hearing is concluded within one (1) day, the Tentative Award may be made orally at the hearing in the presence of the parties. Within ten (10) days after the Tentative Award has been served or announced, any party may serve objections to the Tentative Award. Upon objections being timely served, the arbitrator may call for additional evidence, oral or written argument, or both. If no objections are filed, the Tentative Award will become final without further action by the parties or arbitrator. Within thirty (30) days after the filing of objections, the arbitrator will either make the Tentative Award final or modify or correct the Tentative Award, which will then become final as modified or corrected.

The provisions of C.C.P. §128.5 authorizing the imposition of sanctions as a result of bad faith actions or tactics will apply to the arbitration proceedings. A prevailing party will also be entitled to an action for malicious prosecution if the elements of such cause of action are met.

The following matters are excluded from arbitration: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2986; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court, bankruptcy court, or small claims court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, will not constitute a waiver of the right to arbitrate under this provision.

NOTICE: By initialling in the ["agree"] space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialling in the ["agree"] space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

gm gm Buyer agrees gm gm Buyer does not agree
gm gm Seller agrees gm gm Seller does not agree

34. **SURVIVAL.** The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.
35. **ENTIRE AGREEMENT/ASSIGNMENT PROHIBITED.** This document contains the entire agreement of the parties and supersedes all prior agreements with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any such assignment will be void and unenforceable.
36. **ADDENDA.** The following addenda are attached and made a part of this Agreement:
☐ Addendum No. _____
☐ Addendum No. _____
37. **ADDITIONAL TERMS AND CONDITIONS.**
Property to appraise for purchase price, Buyer to order and pay for appraisal.

Buyer gm and Seller gm gm have read this page.

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Property Address: 9662 Bodega Hwy, Sebastopol CA

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

LIMITATION OF AGENCY: A real estate broker or agent is qualified to advise on real estate. If you have any questions concerning the legal sufficiency, legal effect, insurance, or tax consequences of this document or the related transactions, consult with your attorney, accountant or insurance advisor.

The undersigned Buyer acknowledges that he or she has thoroughly read and approved each of the provisions of this offer and agrees to purchase the property for the price and on the terms and conditions specified. Buyer acknowledges receipt of a copy of this offer.

Buyer Gulbargi, Tony Date 5-7-07 Time 5:00 PM
Tony Mazziowski

Buyer _____ Date _____ Time _____

Address _____

ACCEPTANCE

Seller accepts the foregoing Offer and agrees to sell the property for the price and on the terms and conditions specified.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.

38. COMMISSION. Seller agrees to pay in cash the following real estate commission for services rendered, which commission Seller hereby irrevocably assigns to Broker(s) from escrow:

_____ % of the accepted price, or \$ _____, to the listing Broker: Marin Levy/ C21 Alliance, and
_____ % of the accepted price, or \$ _____, to the selling Broker: Carlos Contreras/ Michael Brinkman

without regard to the agency relationship. Escrow instructions with respect to commissions may not be amended or revoked without the written consent of the Broker(s).

If Seller receives liquidated or other damages upon default by Buyer, Seller agrees to pay Broker(s) the lesser of the amount provided for above or one half of the damages after deducting any costs of collection, including reasonable attorney fees.

Commission will also be payable upon any default by Seller, or the mutual rescission by Buyer and Seller without the written consent of the Broker(s), which prevents completion of the purchase. This Agreement will not limit the rights of Broker and Seller provided for in any existing listing agreement.

In any action for commission the prevailing party will be entitled to reasonable attorney fees whether or not the action is brought to trial or final judgment.

39. PROVISIONS TO BE INITIALED. The following items must be "agreed to" by both parties to be binding on either party. In the event of disagreement, Seller should make a counter offer.

Item 31. LIQUIDATED DAMAGES

Item 32. MEDIATION OF DISPUTES

Item 33. ARBITRATION OF DISPUTES

Seller acknowledges receipt of a copy of this Agreement. Authorization is hereby given the Broker(s) in this transaction to deliver a signed copy to Buyer and to disclose the terms of purchase to members of a Multiple Listing Service, Board or Association of REALTORS® at close of escrow.

40. IF CHECKED ☒ ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER DATED 05/06/2007

Seller Gary Martin
(Signature)

Seller Patricia Martin
(Signature)

Gary Martin
(Please Print Name)

Patricia Martin
(Please Print Name)

Date 05-08-07 Time 8:50

Date 05-8-07 Time 8:50

Address 9662 BODEGA HWY
SEBASTOPOL CA 95472

Rev. by _____
Date _____

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**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(As required by the Civil Code - Confirmation Separate)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

We have read this disclosure and acknowledge receipt of a copy.

Buyer/Seller Cathy M. Martin

Date 5-7-07

Buyer/Seller Patricia Martin

Date 03-08-07

Buyer/Seller Patricia Martin

Date 5-8-07

Buyer/Seller _____

Date _____

Agent Carlos Contreras

By Carlos Contreras

Date 5-16-07

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CHAPTER 2 OF TITLE 9 OF PART 4 OF DIVISION 3 OF THE CIVIL CODE

Article 2.5. Agency Relationships in Residential Real Property Transactions

§ 2079.13.

As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2296) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensee who performs as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 781 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2085, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who holds real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 3 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

§ 2079.14.

Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

§ 2079.15.

In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

§ 2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

CEL Bullock

(Name of Listing Agent)

☒ the seller exclusively; or☐ both the buyer and seller.Chloe Chapman

(Name of Selling Agent if not the same as the Listing Agent)

☒ the buyer exclusively; or☐ the seller exclusively; or☐ both the buyer and seller.

§ 2079.18.

(d) The disclosure and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

§ 2079.18.

No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

§ 2079.20.

Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

§ 2079.21.

A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer.

§ 2079.22.

This section does not alter in any way the duty or responsibility of a dual agent in any principal with respect to confidential information other than price.

§ 2079.22.

Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

§ 2079.23.

A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

§ 2079.24.

Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

FORM 110.42 CAL (8-97)

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800-468-6612

Property Details

For Property Located At
9662 Bodega Hwy
Sebastopol, CA 95472-3009
Sonoma County

Owner Info:

Owner Name:	Martin Gary	Tax Billing Zip+4:	3010
Owner Name 2:	Martin Patricia Jo	Recording Date:	02/10/1999
Tax Billing Address:	117 Montgomery Rd	Annual Tax:	\$2,793
Tax Billing City & State:	Sebastopol, CA	County Use Code:	Rural Resid-1 Resid
Tax Billing Zip:	95472	Universal Land Use:	Rural Homesite

Location Info:

School District:	W Sonoma Un	Panel Date:	04/02/1991
Census Tract:	1536.00	Flood Zone Code:	X
Carrier Route:	C014	Zoning:	Da20
Flood Zone Panel:	0603750690B	Map Page/Grid:	402-G4

Tax Info:

Tax ID:	077-110-057	Land Assessment:	\$89,257
Tax Year:	2006	Improved Assessment:	\$155,543
Annual Tax:	\$2,793	Total Assessment:	\$244,800
Homestead:	Homeowner	% Improv:	64%
Assessment Year:	2006	Tax Area:	159000

Characteristics:

Lot Sq Ft:	39450	Bedrooms:	3
Lot Acres:	.9056	Total Baths:	1
Style:	Square Design	Full Baths:	1
Building Sq Ft:	1,080	Cooling Type:	Building
Stories:	1	Garage Type:	Garage
Quality:	Average	Garage Sq Ft:	576
Total Units:	1	Construction:	Wood Frame/Cb
Total Rooms:	4	Year Built:	1963

Last Market Sale:

Recording Date:	02/10/1999	Owner Name:	Martin Gary
Document No:	<u>18321</u>	Owner Name 2:	Martin Patricia Jo
Deed Type:	Quit Claim Deed	Seller:	Valdez Edward A

Sales History:

Recording Date:	03/22/1999	03/19/1999	02/10/1999	07/14/1992
Nominal:	Y	Y		
Buyer Name:	Martin Gary & Patricia J	Martin Gary	Martin Gary & Patricia J	Valdez Edward A & Catherine E
Seller Name:	Martin Gary & Patricia J	Martin Gary & Patricia Jo & Valdez E & C	Valdez Edward A	Martin Gary & Patricia Jo & Valdez Edwa
Document No:	<u>36330</u>	<u>36329</u>	<u>18321</u>	<u>85522</u>
Document Type:	Grant Deed	Affidavit	Quit Claim Deed	Grant Deed

Mortgage History:

Mortgage Date:	05/24/2006	07/08/2005	05/10/2004	09/17/2002
Mortgage Amt:	\$60,000	\$305,000	\$30,000	\$265,000
Mortgage Lender:	World Svgs Bk Fsb	World Svgs Bk Fsb	World Svgs Bk Fsb	World Svgs Bk Fsb

Mortgage Type: Conventional Conventional Conventional Conventional

Courtesy of MICHAEL BRINKMAN
BAREIS

The data within this report is compiled by First American Real Estate Solutions from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

FINANCIAL TITLE COMPANY

PRELIMINARY REPORT Amended A

Bear Financial Group
Attn: Carlos Contreras
6020 Commerce Blvd., #127
Rohnert Park, CA 94928

Branch:
**1322 Fourth Street
Santa Rosa, CA 95404**

Phone: (707) 284-3700 Fax: (707) 636-0499
Contact: **Cinda Giberson/SH2 /jan**

Property Address:
**117 Montgomery Road
Sebastopol, CA 95472**

Order Number: 10010867-659-CG1

Other Reference:
Buyer/Borrower:
Anthony M. Mazurowski

In response to the above referenced application for a policy of title insurance, this Company reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached.

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land. This report (and any supplements hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of policy of title insurance contemplated by this report is:

Eagle Owner's and ALTA Lender's Policy

Dated as of **April 27, 2007** at 7:30 a.m.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

GARY MARTIN AND PATRICIA JO MARTIN, HUSBAND AND WIFE, AS JOINT TENANTS

Page No. 2

Order No. 10010867-659-CG1

LEGAL DESCRIPTION

The land referred to in this Report is described as follows:

All that certain real property situated in the Unincorporated Area, County of Sonoma, State of California, described as follows:

Beginning at a point in the centerline of Sebastopol to Freestone County Road as shown on the map recorded in Book 43 of Maps at Pages 45-51, inclusive, Sonoma County Records, at its intersection with the East line of that 2.02 acre parcel described in the deed recorded in Book 395 at Page 404, Official Records, being also the Southwest corner of the lands of Stone, said point bears South 29° 58' 50" East, 25.8 feet from a ¾" pipe set in the fence; thence from said point of beginning and along said centerline North 70° 52' East (deed shown North 70° 45' East, map shows North 71° 39' East) 35.26 feet; thence along a curve to the left having a radius of 1600 feet, a distance of 160.17 feet to a point which bears South 29° 42' 10" East, 21.8 feet from a 4 by 4 redwood fence corner post; thence leaving said centerline North 29° 42' 10" West, 21.8 feet to a said 4 by 4 redwood fence post; thence continuing North 29° 42' 10" West and along a fence line, 118.71 feet to a fence corner; thence along a fence South 62° 42' 30" West, 58.78 feet to a fence corner; thence along a fence line North 31° 10' 50" West, 145.00 feet to a point which bears South 31° 10' 50" East, 105.21 feet from a ¾" iron pipe set in an angle point in said fence, said pipe being the most Easterly corner of the aforesaid deed recorded in Book 395 at Page 404, Official Records; thence leaving said fence South 67° 08' 10" West, 134.37 feet to a point in the Westerly line of said lands of Stone, said point bears South 29° 58' 50" East, 15.00 feet from a ¾" iron pipe as described in the aforesaid deed recorded in Book 395 at page 404, Official Records; thence along said Westerly line South 29° 58' 50" (deed shows South 30° 05' East) 259.49 feet to a ¾" iron pipe; thence continuing South 29° 58' 50" East, 25.8 feet to the point of beginning.

APN: 077-110-057

ARB: None

Page No. 3
Order No. 10010867-659-CG1

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy would be as follows:

EXCEPTIONS:

1. General and special taxes and assessments for the fiscal year 2007-2008, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Rights of the public in and to that portion of the land lying within Sebastopol-Freestone Road.
6. Any adverse claim based upon the assertion that:
 - A. Some portion of the herein stated land has been created by artificial means or has accreted to such portion so created.
 - B. Some portion of the herein stated land has been brought within the boundaries thereof by an avulsive movement of the unnamed creek, or has been formed by accretion to any such portion.
7. A public easement for navigation and the incidents of navigation such as boating, fishing, swimming, hunting and other recreational uses in and under the unnamed creek and including a public right of access to the water.
8. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any portion of the land covered by water.
9. An easement for right of way and incidental purposes, recorded August 25, 1965 in Book 2151 of Official Records, Page 855.

In Favor of: Sonoma County Flood Control District (No representation is given as to the current ownership of said easement)
10. A deed of trust to secure an original indebtedness of \$305,000.00 recorded July 8, 2005 as Document No. 2005097768 of Official Records.

Dated: June 29, 2005
Trustor: Gary Martin and Patricia Jo Martin, Husband and Wife
Trustee: Golden West Savings Association Service Co., a California corporation
Beneficiary: World Savings Bank, FSB, Its Successors and/or Assignees, a Federal Savings Bank

Page No. 4

Order No. 10010867-659-CG1

Loan No: 0029752961

11. A deed of trust to secure an original indebtedness of \$60,000.00 recorded May 24, 2006 as Document No. 2006064824 of Official Records.

Dated: May 16, 2006

Trustor: Gary Martin and Patricia Jo Martin, Husband and Wife

Trustee: Golden West Savings Association Service Co., a California corporation

Beneficiary: World Savings Bank, FSB, Its Successors and/or Assignees, a Federal Savings Bank

Loan No: 0032362881

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

12. Statement of information from Gary Martin.

NOTES:

Privacy Promise For Customers

We will not reveal non-public personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Occasionally, due to certain market conditions, it may not be possible to deliver policies of title insurance in a time frame that our clients request. Should you have individual needs please contact the title operation that issued this report. We recognize, appreciate and understand your needs.

- a. STR applies: YES
- b. This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.
- c. If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- d. No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- e. Our investigation has been completed and the improvements located on the land described herein is a single family residence known as **117 Montgomery Road, Sebastopol, CA 95472**.

At the close of escrow, an ALTA Lenders Policy of Title Insurance will be issued with 100 and 116 series Endorsements.

- f. If the land is an improved residential lot on which there is located a one-to-four family residence and each insured buyer is a natural person, and unless otherwise directed, we will issue the extended coverage CLTA Homeowners Policy of Title Insurance (6/2/98).

- g. Taxes for proration purposes only for the fiscal year 2006-2007.

First Installment: \$1,396.40 paid
Second Installment: \$1,396.40 paid
Tax Rate Area: 159-000
A.P. No.: 077-110-057

- h. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None.

- i. Sonoma County Documentary Transfer Tax is based on \$0.55 per five hundred, or portion thereof, of consideration. County Transfer Tax is based on full consideration minus any loans assumed in the sale.

The following cities have enacted provisions to collect Documentary Transfer Tax. If the property herein lies within any of the following cities, be certain to show both the appropriate county and city amounts of Documentary Transfer Tax on your conveyance document(s):

Cloverdale: \$1.10 per \$1,000 of consideration or portion thereof, minus any loans assumed in the sale;

Cotati: \$1.90 per \$1,000 of consideration or portion thereof, minus any loans assumed in the sale;

Santa Rosa: \$2.00 per \$1,000 of consideration or portion thereof, no exemption for any loans assumed in sale;

Petaluma: \$2.00 per \$1,000 of consideration or portion thereof, no exemption for any loans assumed in sale;

Sebastopol: \$2.00 per \$1,000 of consideration or portion thereof, no exemption for any loans assumed in sale.

- j. Note: Financial Title Company is an issuing agent for First American Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be First American Title Insurance Company.

INCOMING WIRING INSTRUCTIONS

To ensure proper credit, please include our order number as well as your company name as remitting party to:

Bank: **CENTENNIAL BANK**
Address: **13700 E. ARAPAHOE ROAD**
ENGLEWOOD, CO 80112

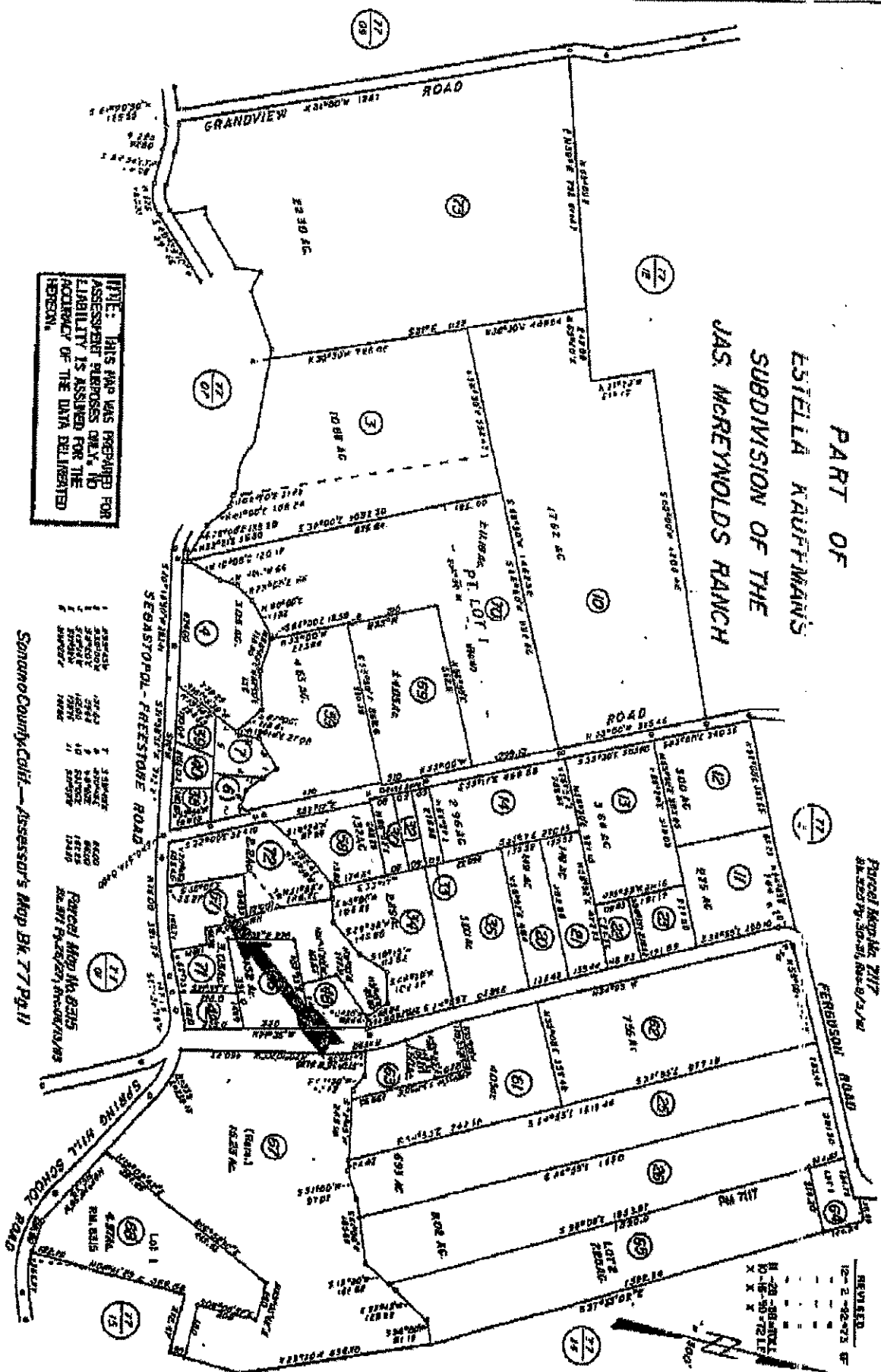
Account No: **2400707**
Routing No: **107006981**
Escrow No: **10010867-659-CG1**

COUNTY ASSESSOR'S PARCEL MAP

TAX CODE AREA
 159-000

77-11

PART OF
 ESTELIA KAUFFMAN'S
 SUBDIVISION OF THE
 JAS. MCREYNOLDS RANCH



NOTE: THIS MAP WAS PREPARED FOR
 ASSESSMENT PURPOSES ONLY. NO
 LIABILITY IS ASSUMED FOR THE
 ACCURACY OF THE DATA DELIVERED
 HEREON.

San Diego County, California - Assessor's Map Bk. 77 Pg. 11

ADVERSARY PROCEEDING COVER SHEET
(Instructions on Reverse)**ADVERSARY PROCEEDING NUMBER**
(Court Use Only)**PLAINTIFFS**

Lehman Brothers bankruptcy and/or 3109 King St. Property Management 394717/388883 Robert Eberwein and/or mortgage defaults, unlawful detainers filed nationwide involving transfer of property in rem in the attached court documents from Solano, Marin, Alameda, Contra Costa, Los Angeles, Sacramento, nationwide by non-appearing certificate holders due to sworn declarations signed by debt collector attorneys with no standing to sue.

DEFENDANTS

Attorney Generals predatory lenders attorneys of record special appearing for debt collectors - see attached state court actions - Supreme Court, Court of Appeals, multi-district litigation 08-13555

ATTORNEYS (Firm Name, Address, and Telephone No.)

for each class action participant in removed actions will be filing motions for substitution of counsel and motions to avoid judicial liens and trustee sales.

ATTORNEYS (If Known)

Miles Bauer, Bergstrom, Winters, Ryan Stocking ()
Pite Duncan LLP 4735 Jutland, San Diego, CA ()
Sara Kistler USDOJ Region 17 ()
Special Appearing Attorneys for REO's appearing as attorneys of record for the trustees on the bond securitization packages. Glen N. Navis, John Dubois, Alameda County Counsel - Raymond Lara

PARTY (Check One Box Only)

☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin
☐ Creditor ☐ Trustee ☐ Other

PARTY (Check One Box Only)

☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin
☐ Creditor ☐ Trustee ☐ Other

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

See USDOJ Attorney Karen P. Hewitt conviction for public official participation in unlawful taking of money. See attached. Engaging in Monetary Transaction in Property Derived from Specified Unlawful Activities in violation of Title 18, United States Code, Section 1957. Also 11 USC 362 through 1300 et seq and the SEC.

NATURE OF SUIT

(Number up to five (5) boxes starting with the lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) - Recovery of Money/Property

- ☐ 11 - Recovery of money/property - § 542 turnover of property
☐ 12 - Recovery of money/property - § 547 preference
☒ 13 - Recovery of money/property - § 548 fraudulent transfer
☐ 14 - Recovery of money/property - other

FRBP 7001(2) - Validity, Priority or Extent of Lien

- ☒ 21 - Validity, priority or extent of lien or other interest in property

FRBP 7001(3) - Approval of Sale of Property

- ☐ 31 - Approval of sale of property of estate and of a co-owner - § 363(h)

FRBP 7001(4) - Objection/Revocation of Discharge

- ☐ 41 - Objection/revocation of discharge - § 727(c), (d), (e)

FRBP 7001(5) - Revocation of Confirmation

- ☐ 51 - Revocation of confirmation

FRBP 7001(6) - Dischargeability

- ☐ 66 - Dischargeability - § 523(a)(1), (14), (14A) priority tax claims
☒ 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud
☐ 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny
(continued next column)

FRBP 7001(6) - Dischargeability (continued)

- ☐ 61 - Dischargeability - § 523(a)(5), domestic support
☐ 68 - Dischargeability - § 523(a)(6), willful and malicious injury
☐ 63 - Dischargeability - § 523(a)(8), student loan
☐ 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support)
☐ 65 - Dischargeability - other

FRBP 7001(7) - Injunctive Relief

- ☒ 71 - Injunctive relief - imposition of stay
☐ 72 - Injunctive relief - other

FRBP 7001(8) - Subordination of Claim or Interest

- ☐ 81 - Subordination of claim or interest

FRBP 7001(9) - Declaratory Judgment

- ☐ 91 - Declaratory judgment

FRBP 7001(10) - Determination of Removed Action

- ☒ 01 - Determination of removed claim or cause

Other

- ☐ SS-SIPA Case - 15 U.S.C. §§ 78aaa et. seq.
☐ 02 - Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☒ Check if this case involves a substantive issue of state law

☒ Check if a jury trial is demanded in complaint

☒ Check if this is asserted to be a class action under FRCP 23

Demand \$

Other Relief Sought

An accounting of the transfer to the new loan servicer and actual bond securitization trust account on the date of default.

ROUTH CRABTREE OLSEN, P.S.

Edward T. Weber, Esq., SBN #194963
Jonathan J. Damen, Esq., SBN #251869
505 N. Tustin Ave, Suite 243
Santa Ana, California 92705
Telephone 714-277-4937
Facsimile (714) 277-4899
Email jdamen@rcolegal.com

RCO No.: 7314.32804

Attorneys for movant, GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation as lender and servicer and Mortgage Electronic Registration Systems, Inc., as nominee for lender, its assignees and/or successors in interest

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re:

Robert Daniel Eberwein, a/o dba 3109 King St
Property Mgmt aka C D A W G-B Eberwei St
Prpty Management 394717/388883

Debtor.

Bk. No. 10-40860-EDJ

R.S. No.: JJD-438

Judge Edward D. Jellen

Chapter 7

**NOTICE OF HEARING ON MOTION FOR
RELIEF FROM AUTOMATIC STAY**

Preliminary Hearing:

Date: April 23, 2010

Time: 10:00 AM

Place: U.S. Bankruptcy Court

1300 Clay St.

Oakland, CA 94612

Courtroom 215

PLEASE TAKE NOTICE THAT, GMAC Mortgage, LLC f/k/a GMAC Mortgage
Corporation as lender and servicer and Mortgage Electronic Registration Systems, Inc., as

1 92705. On the date stated below, I served within **Notice of Motion for Relief, Motion for**
2 **Relief from Automatic Stay, Declaration in Support of Motion for Relief from Automatic**
3 **Stay, and Relief from Stay Cover Sheet** on interested parties in this action by placing a true
copy thereof enclosed in a sealed envelope via postage pre-paid, regular first class mail as
follows:

4 **Robert Daniel Eberwein**
5 1853 9th Avenue #1,2,3
6 Oakland, CA 94606-3019

7 **Paul J. Mansdorf**
8 1563 Solano Ave. #703
Berkeley, CA 94707

9 **Richard J Bauer, Jr., Esq.**
10 MILES, BAUER, BERGSTROM & WINTERS, LLP
11 1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626

12 **Casper J. Rankin**
13 PITE DUNCAN, LLP
4375 Jutland Drive, Ste. 200
14 PO Box 17933
San Diego, CA 92177-0933

15 **VIA ECF:**
16 **US Trustee (OAK)**
Office of the U.S. Trustee /Oak
17 1301 Clay St. #690N
18 Oakland, CA 94612

19 I declare under penalty of perjury under the laws of the United States that the foregoing is true
20 and correct.

21 Service was made and this declaration was executed on March 31, 2010 at Santa Ana,
22 California.

23 By: /s/Margaret Rafter
24
25
26
27
28

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

Robert Daniel Eberwein, a/o dba 3109 King St Property
Mgmt aka C D A W G-B Eberwei St Prpty Management
394717/388883

Debtor.

Bk. No. 10-40860-EDJ
R.S. No.: JJD-438
RCO No.: 7314.32804
Hearing Date: April 23, 2010
Time: 10:00 AM

Relief From Stay Cover Sheet

Instructions: Complete caption and Section A for all motions. Complete Section B for mobile homes, motor vehicles, and personal property. Complete Section C for real property. Utilize Section C as necessary. If moving party is not a secured creditor, briefly summarize the nature of the motion in Section D.

(1) Date Petition Filed: January 27, 2010 Chapter: 7
Prior hearings on this obligation: N/A Last Day to File §523/§727 Complaints: May 24, 2010

(B) Description of personal property collateral (e.g. 1983 Ford Taurus):
Secured Creditor ☐ or lessor ☐ Pre-Petition Default:
Fair market value: \$ _____ No. of months:
Source of value: _____ Post-Petition Default:
Contract Balance: \$ _____ No. of months:
Insurance Advance: \$ _____ Advances Senior Liens: \$ _____

(C) Description of real property collateral (e.g. Single family residence, Oakland, CA): 611-613 NORTH P STREET, LIVERMORE, CA 94550-0000

Fair market value: \$325,000.00 Source of value: Sch A & D If appraisal, date: _____

Moving Party's position (first trust deed, second, abstract, etc.): 1st Trust Deed

Approx. Bal.	<u>\$331,323.24</u>	Pre-Petition Default:	<u>\$3,106.60</u>
As of (date):	<u>3/24/2010</u>	No. of months:	<u>1</u>
Mo. payment:	<u>\$2,596.99</u>	Post-Petition Default:	<u>\$5,193.98</u>
Notice of Default (date):	<u>N/A</u>	No. of months:	<u>2</u>
Notice of Trustee's Sale:	<u>N/A</u>	Advances Senior Liens:	<u>\$ _____</u>

Specify name and status of other liens and encumbrances, if known (e.g. trust deeds, tax liens, etc.):

Position	Amount	Mo. Payment	Defaults
1 st Trust Deed: <u>Movant</u>	<u>\$331,323.24</u>	<u>\$2,596.99</u>	<u>\$8,300.58</u>
Total:	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
GRAND TOTAL:	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
	<u>\$331,323.24</u>	<u>\$ _____</u>	<u>\$ _____</u>
		<u>\$ _____</u>	<u>\$ _____</u>

(4) Other pertinent information:

Dated: March 29, 2010

/s/Jonathan J Damen
JONATHAN J DAMEN
Print or Type Name
Attorney for Movant

Recording requested by:
LPS Default Title & Closing

20 When Recorded Mail To:
NDEx West, L.L.C.
15000 Surveyor Boulevard, Suite 500
Addison, Texas 75001-9013



2009014685

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

GENERAL PUBLIC
02/20/2009 11:07 NTDF
RECORDING FEE: 14.00
PAID

3 PGS



DFF20090159902760

Space above this line for Recorder's use only

Trustee Sale No. : 20090159902760

Title Order No.: 090102526-CA-MSI

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER
DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice).

This amount is \$46,972.97 as of 2/18/2009 and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

Loan Summary for Anthony Mazurowski

This loan summary is in reference to the purchase Anthony Mazurowski received on his property, 9662 Bodega Hwy, in July 2007. It is the lenders and brokers fiduciary responsibility to accurately represent their clients. In this case the lender approved the borrower into a potentially risky loan program and approved an income which was supported by the assets confirmed.

Anthony was approved for a loan amount of 490,500 for the purchase of this property. The loan program was a 5/1 ARM. The I/O (interest only) payments were based of an 9.375 with a payment of 3,973 per month for 5 years.

Please reference the uniform residential loan application form 1008 and 1003. The broker and lender approved the borrower with an income of 12,000 per month. A yearly gross of 144,00. His assets at the time were confirmed at 146,300. Using the standard stated income calculation Anthony's income should have been 12,191 per month. The broker and lender's income is justified based upon the assets. Anthony's tax returns were not confirmed during this loan summary, so it is impossible to know his actual income for the years of 2006 and 2005.

Supporting Documenation:
Form 1008 & 1003

IMB REO LLC V MAZUROWSKI
12/17/2009

IMB REO LLC (JUDGMENT CREDITOR, PLAINTIFF)
(AT PHAM, DOUG V)
(AT ROBERT J JACKSON & ASSOCIATES, INC)
(AT SAGINAW, JOHN)

MAZUROWSKI, ANTHONY (CIV DEFDNT, JUDGMENT DEBTOR)

=====

03/16/2010 ----- Courtroom Minutes in S15 -----

Hon:GARY NADLER Rep:R L Whitney Clk:Lauretta Mauga
UNLAWFUL DETAINER CALENDAR
ISSUE: COURT TRIAL
The Court finds notice to appear has been issued and served by mail.
Counsel GLEN NAVIS, specially appearing for ROBERT J JACKSON & ASSOCIATES is present on behalf of Plaintiff IMB REO LLC
Defendant ANTHONY MAZUROWSKI, self represented party, is present
TRIAL BRIEF - (PL)
NOTICE OF MOTION TO CONTINUE TRIAL DATE - (CD)
MEMORANDUM OF POINTS & AUTHORITIES - (CD)
DECLARATION OF ANTHONY MAZUROWSKI IN SUPPORT OF - (CD)
MOTION TO DISMISS - (CD)
Contested
Defendant MAZUROWSKI informs the Court he submitted his motion to continue to Court's Judicial Assistant on 03/15 but was informed it can only be received and not filed and to bring his paperwork to Court on 03/16.
Defendant MAZUROWSKI also informs the Court he is trying to get an attorney to help him understand all paperwork served on him.
Counsel NAVIS states argument against continuance.
Counsel NAVIS also informs the Court his witness is present from Texas for today's proceeding.
Court and Defendant discuss Court's continuance at 02/16/10 proceeding.
Court informs Defendant MAZUROWSKI, Court DENIES Defendant's Motion for Continuance.
Court informs counsel and Defendant to meet with Recourse mediator.
MEDIATOR informs the Court parties are unable to settle.
Defendant MAZUROWSKI informs the Court he request matter be dismissed and submits motion to Court for review.
Court and counsel discuss Defendant's request for judicial notice.
Court informs Defendant MAZUROWSKI, Court DENIES Defendant's Motion to Dismiss.
Court Trial Commences.
The following Plaintiffs exhibits are marked for identification, offered and received into evidence:
EXHIBIT 1 - Proof(s) of Service Dated 12/8/09 (two)
2 - Notice to Vacate Property Dated 12/4/09 (3-pages)
3 - Trustee's Deed Upon Sale Dated 11/2/09 (3-pages)
*** Minutes Continued On Next Page ***

*** Minutes Continued From Previous Page ***

- 4 - Notice of Default and Election to Sell Under Deed of Trust Dated 2/17/09 & 2/18/09 (3-pages)
- 5 - Deed of Trust

JENNIFER BAZEMORE is administered the oath and testifies on behalf of Plaintiff.

Court thanks and excuses the witness.

ROSALIE MARTINONI is administered the oath and testifies on behalf of Plaintiff.

Court thanks and excuses the witness.

JOSE CARLOS SAN PEDRO is administered the oath and testifies on behalf of Plaintiff.

Cross examination is conducted.

Court thanks and excuses the witness.

Counsel NAVIS presents closing argument on behalf of Plaintiff and request judgment for Plaintiff.

ANTHONY MAZUROWSKI is administered the oath and testifies on his own behalf.

Court thanks the witness.

Upon conclusion of testimony and oral argument, Court's ruling is as follows:

COURT JUDGMENT FOR POSSESSION

PL IMB REO LLC

CD MAZUROWSKI, ANTHONY

JUDGMENT IN FAVOR OF PLAINTIFF(S) IMB REO LLC AND AGAINST ANTHONY MAZUROWSKI

PL IMB REO LLC

JUDGMENT: POSSESSION ONLY

JC IMB REO LLC

JD MAZUROWSKI, ANTHONY

Judgment awarded as follows: POSSESSION ONLY

RESTITUTION OF PREMISES LOCATED AT 117 MONTGOMERY RD, SEBASTOPOL, CA 95472.

JC IMB REO LLC

JD MAZUROWSKI, ANTHONY

Writ to issue forthwith

PL IMB REO LLC

Does are dismissed without prejudice

COURT DISMISSAL - DOE DEFENDANT

CD DOES 1-100

PL IMB REO LLC

Prejudgement claim to right of possession is on file

Trial is completed.

Plaintiffs counsel submits order for Courts signature.

Court signs Order in open Court this date.

Exhibits are accounted for and submitted to the exhibit clerk

***** End of Docket *****

IMB REO LLC V MAZUROWSKI

12/17/2009

IMB REO LLC (PLAINTIFF)

(AT PHAM, DOUG V)

(AT ROBERT J JACKSON & ASSOCIATES, INC)

(AT SAGINAW, JOHN)

MAZUROWSKI, ANTHONY (CIV DEFENDANT)

02/16/2010 ----- Courtroom Minutes in S15 -----

Hon:KNOEL OWEN

Rep:SHELLY BERG

Clk:Richard Nelson

UNLAWFUL DETAINER TRIAL CALENDAR

ISSUES: COURT TRIAL

The Court finds notice to appear has been issued and served by mail.

Counsel OWEN MAYER is present on behalf of Plaintiff IMB REO LLC Defendant ANTHONY MAZUROWSKI, self represented party, is present.

Court grants counsel's request to continue the matter to 3/16/2010 at 8:30 am in department #15.

CONTINUED FROM 2/16/2010 TO - 03/16/2010 at 8:30am S15, COURT TRIAL with reporter

End of Docket
